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WISCONSIN EMPLOYMENT RELATION COMMISSION

AUG 2 1979

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the matter of the Petition of :

Local 1625, WCCME, District Council
40, AFSCME, AFL-CIO :

and :

Case XII
No. 23701 MED/ARB-252
Decision No. 16939-A

BUFFALO COUNTY (Highway Department):

Hearing Date

June 4, 1979

Appearances:

For the Employer

STEPHEN L. WELD,

For the Union

DANIEL R. PFEIFFER,
District Representative
Local 1625, WCCME, District
Council 40, AFSCME, AFL-
CIO

Arbitrator

CHARLES L. REDEL

Date of Award

August 1, 1979

BACKGROUND

On April 10, 1979, the Wisconsin Employment Relation Commission appointed the undersigned as mediator/arbitrator pursuant to 111.70 (4)(cm)6. b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Local 1625, WCCME, District Council 40, AFSCME, AFLCIO referred to herein as the Union, and Buffalo County, referred to herein as the Employer.

A hearing was held at the Buffalo County Courthouse, Alma, Wisconsin, on June 4, 1979. Both parties were present, were afforded full opportunity to present such testimony and evidence as they deemed pertinent and to make such arguments as each deemed relevant in the premises. Each party was given until July 13, 1979 to file written briefs on the merits of their respective positions.

THE FINAL OFFERS

The sole issue upon which the parties reached an impasse involved the following:

1. Wages payable from January 1, 1979, through December 31,

factors specified in Wisconsin Statutes 111.70(4)(cm)7. The criteria are:

1. The lawful authority of the municipal employer.
2. Stipulations of the parties.
3. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
4. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
5. The average consumer prices for goods and services, commonly known as the cost-of-living.
6. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
7. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
8. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

In this case, no issues were raised concerning the factors of (a) the lawful authority of the employer. There likewise, were no stipulations of the parties which required discussion or consideration involving the dispute in this case.

THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT TO MEET THESE COSTS.

This statutory criteria was argued in the Union brief, however, the Employer brief did not address this issue. It is the arbitrator's decision that the provisions of the statute is not applicable as the Employer did not allege inability to pay or that the Union's offer would adversely affect the interests and welfare of the public.

COMPARISON OF WAGES, HOURS AND CONDITIONS OF EMPLOYMENT OF THE MUNICIPAL EMPLOYEES INVOLVED IN THE ARBITRATION PROCEEDINGS WITH THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT OF OTHER EMPLOYEES PERFORMING SIMILAR SERVICES AND WITH OTHER EMPLOYEES GENERALLY IN PUBLIC EMPLOYMENT IN THE SAME COMMUNITY AND IN COMPARABLE COMMUNITIES AND IN PRIVATE EMPLOYMENT IN THE SAME COMMUNITY AND IN COMPARABLE COMMUNITIES.

The Employer's Exhibit 9-11 represents the hourly wage comparisons for 1978 and 1979 for Buffalo, Chippewa, Clark, Dunn, Eau Claire Jackson, La Crosse, Monroe, Pepin, Pierce, Trempealeau and Vernon Counties as comparable counties for motor grader operator, patrolman and helper.

For the purpose of hourly wage comparisons, the Employer's offer for Motor Grader Operator ranked 9th out of 11, for Patrolman 10th out of 11 and for Helper 9th out of 10. These wage rates are relatively low when compared with public employment in other comparable counties.

The employer argues that the following provision in the contract affects the hourly rates.

SECTION 1. All employees completing five (5) years service shall receive in addition to their regular pay, three per cent (3%) of their gross pay.

SECTION 2. All employees completing ten (10) years of service shall receive in addition to their regular pay, six per cent (6%) of their gross pay.

SECTION 3. All employees completing fifteen (15) years of service shall receive in addition to their regular pay, nine per cent (9%) of their gross pay.

SECTION 4. Years of service shall be based on the employee's anniversary date and not on a calendar year date.

These increased rates are reflected in the Employer's Exhibit 13 and 14. These hourly rates are the result of past bargaining by both parties. The hourly rates, whether in the form of across the board or longevity are undeniably a form of increased compensation to employees. The arbitrator will not make a decision on whether these forms of increased compensation are adequate in terms of each individual employee but rather leave that to the parties to bargain. Salary increments that are not based on changes in qualifications should be included in considering comparable wage rates and cost of living increases.

It, therefore, follows that Employer's Exhibits 13 and 14 should be used for comparisons.

Utilizing Employer's Exhibit 13 which the Union agrees is "probably a little more accurate" than Union Exhibit Number 15, Buffalo County ranks 5th out of 11 counties in terms of relative position for Patrolman wages and longevity. This ranking of 5th is both as to total dollars and average hourly rate with longevity.

The average hourly rates range from a low of \$5.15 in Vernon County to a high of \$6.40 in Pierce County or a spread of \$1.25 per hour. The Employer offer of \$5.55 and the Union offer of \$5.59 would both maintain the county in the same relatively standing.

The average hourly rate with longevity for the ten comparable counties is \$5.62.6 per hour and the midpoint is \$5.77.5 per hour.

The Employer contends that their final offer is more reasonable when compared with increases received by other Buffalo County employees. The statutory criteria does not apply to increases received by other municipal employees in public employment in the same community but rather to wages, hours and conditions of employment. Since the employer did not supply information on wages, hours and conditions of employment received by other Buffalo County Employees, the arbitrator cannot make any meaningful comparisons.

Based upon data submitted by the parties, comparisons of wages with longevity indicate a slight favorability towards the Union's offer when comparing hourly rates both as to average and midpoint.

THE AVERAGE CONSUMER PRICES FOR GOODS AND SERVICES, ARE
COMMONLY KNOWN AS THE COST OF LIVING

The arbitrator agrees with the Employer's position that the Consumer Price Index for the year 1978 should be considered in this case and the Consumer Price Index from December 1, 1977, to December, 1978 was 9.0%. Subsequent increases in cost of living in all probability will be included in subsequent bargaining between the parties.

In Employer's Exhibit Number 17 which reflects a cost analysis of final offers, it shows the Employer offer cost at 7.84% and the Union offer cost at 8.31%. In addition, it shows the total compensation offer of the Employer at 8.43% and the offer of the Union at 8.96%.

The arbitrator will not adjust the cost of living increase to reflect spending patterns since these are observations and speculations at best and are not supported by proof.

The application of "cost of living" criteria favors the Union offer.

THE OVERALL COMPENSATION PRESENTLY RECEIVED BY THE MUNICIPAL EMPLOYEES, INCLUDING DIRECT WAGE COMPENSATION VACATION, HOLIDAYS AND EXCUSED TIME, INSURANCE AND PENSIONS, MEDICAL AND HOSPITALIZATION BENEFITS, THE CONTINUITY AND STABILITY OF EMPLOYMENT, AND ALL OTHER BENEFITS RECEIVED

In comparing overall compensation, a review of the exhibits submitted shows that:

- a) Buffalo County ranks very favorable for Longevity.
- b) Buffalo County ranks 9th out of 11 counties for Health Insurance Benefits.
- c) Buffalo County ranks favorable with other counties on Life Insurance Benefits,
- d) Buffalo County ranks 5th out of 11 counties on Retirement Benefits.
- e) Buffalo County ranks 6th out of 11 counties on Vacation Benefits.
- f) Buffalo County Ranks 5th out of 11 counties on Holidays.

In overall compensation, Buffalo County, according Employer's Exhibit Number 15, ranks 5th out of 11 counties, with the midpoint being \$16,338.00 and the average \$15,943.00. Buffalo County, therefore, falls slightly below the midpoint and above the average in comparison with other counties on overall compensation.

These comparisons show the Employer overall compensation ranks roughly in the middle of all the comparable counties and therefore, neither the Employer or Union offer is more favorable.

After full and painful consideration of all the relevant statutory factors to the data and evidence supplied in this case, the undersigned is of the judgment that the Union offer is by a small margin, the most reasonable based on the combined evaluation of the applicable factors. The Employer's offer is less than it reasonably should be and the Union's offer is more than it reasonably should be. The hard choice arrived at by the undersigned is made on the basis of weighting the following considerations:

- a) The comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employees of other employees performing similar services slightly favor the Union's final offer.
- b) The arbitrator is by statute compelled to consider the cost of living index. The final wage offer proposed by the Union represents a 7.9% wage increase and the final wage offer by the Employer represents an 8.4% increase. Application of the cost of living index favors the Union offer over the Employer's offer.
- c) The overall compensation presently received by the Employees, including direct wage compensation, vacation, holidays and excused time, etc., does not favor either party.

The undersigned, in balancing out the above considerations and factors, is of the judgment that the evidence and record fairly establishes the Union's offer as being the most reasonable.

In the final analysis, it therefore follows that the undersigned renders the following decision, and;

AWARD

That the Union's final offer be incorporated into and made a part of the collective bargaining agreement for the year 1978.

Dated at La Crosse, Wisconsin, this 1st day of August, 1979.



CHARLES L. REDEL
Arbitrator